

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Webtrends Inc.		04/29/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2239143	WEBTRENDS
Registration Number:	2364796	INTERGREAT
Registration Number:	2085174	AUDITTRACK
Registration Number:	2288532	MANAGE YOUR WWWORLD
Registration Number:	2400517	DBTRENDS
Registration Number:	2406695	FASTTRENDS
Registration Number:	2449638	CLUSTERTRENDS
Registration Number:	2483004	COMMERCETRENDS
Registration Number:	2740900	WEBTRENDS
Registration Number:	2497533	WEBTRENDS NETWORK
Registration Number:	2379723	WEBPOSITION

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK

REEL: 003078 FRAME: 0755

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Phone: 213-683-6339
Email: claudiaimmerzeel@paulhastings.com
Correspondent Name: Paul Hastings Janofsky & Walker LLP
Address Line 1: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Claudia R Immerzeel
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Signature:	/Claudia R Immerzeel/
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Date:	05/05/2005
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 29th day of April, 2005, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 29, 2005 (as amended, restated, modified, supplemented, refinanced, renewed or extended from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among WebTrends Holding Inc., a Delaware corporation ("Parent"), WebTrends Inc., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated April 29, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its United States Trademarks and United States Trademark Intellectual Property Licenses to which it is a party including those Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any

Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. To the extent required under the Security Agreement, Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new United States trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEBTRENDS INC.,
a Delaware corporation

By: Benjamin H. Ball
Name: Benjamin H. Ball
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: _____

Name: Todd Nakamoto

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS/APPLICATIONS

<u>Title</u>	<u>Country</u> <u>App. No.</u> <u>Grant No.</u>	<u>Status</u> <u>App. Date</u> <u>Grant Date</u>
WEBTRENDS	United States 75/034,854 2,239,143	Registered 12/20/1995 4/13/1999
INTERGREAT	United States 75/034,916 2,364,796	Registered 12/20/1995 7/4/2000
AUDITTRACK	United States 74/557,073 2,085,174	Abandoned 8/4/1994 8/5/1997
MANAGE YOUR WWWORLD	United States 75/396,417 2,288,532	Registered 11/26/1997 10/26/1999
DBTRENDS	United States 75/429,074 2,400,517	Registered 2/5/1998 10/31/2000
FASTTRENDS	United States 75/429,227 2,406,695	Registered 2/5/1998 11/21/2000
CLUSTERTRENDS	United States 75/539,738 2,449,638	Registered 8/20/1998 5/8/01
COMMERCETRENDS	United States 75/613,799 2,483,004	Registered 12/31/1998 8/28/01
WEBTRENDS	United States 75/719,372 2,740,900	Registered 6/2/1999 7/29/03
WEBTRENDS NETWORK	United States 75/719,371 2,497,533	Registered 6/2/1999 10/16/01
WEBPOSITION	United States 75/834827 2379723	Registered 10/29/1999 08/22/2000

TRADEMARK INTELLECTUAL PROPERTY LICENSES

Trademark Agreement by and between WebTrends Inc., and NetIQ Corporation and NetIQ Ireland Limited, effective as of April 30, 2005.

License Agreement, dated as of April 30, 2005 between WebTrends Inc. and NetIQ Corporation.
(License Key Generator License Agreement).

Agreement between NetApplications and NetIQ Corporation, effective as of September 26, 2004.

Network Solution Co-Branded Site Agreement (as amended) between Network Solutions, LLC
and NetIQ Corporation, effective as of December 17, 2004.

LAI:1075520.2

RECORDED: 05/05/2005

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